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COMMISSIONERS

JEFF HATCH-MILLER, Chairman
WILLIAM A. MUNDELL
MARC SPITZER
MIKE GLEASON
KRISTIN K. MAYES

LORI LEE SPRANGER (a/k/a LORI MORIARTY
and/or LORI LEE LEVANDOWSKI and/or LORI
GESSELL), a married person, individually and
Doing business as VECTOR 90 DEBT
PURCHASING, and Arizona registered trade
name 3127 West Honor Court
Anthem, Arizona 85086

MARTIN OTTO SPRANGER (a/k/a MARTIN
OTTO SPRANGER, III), spouse of LORI LEE
SPRANGER 1650 S. Arizona Avenue #293
Chandler, Arizona 85248

MICHAEL ("MIKE") MORIARTY and JANE
DOE MORIARTY, individually and doing
business as VECTOR 90 DEBT PURCHASING,
an Arizona Registered trade name
3127 West Honor Court
Anthem, Arizona 85086

Respondents.

Docket No. S-20441A-06-0082

**ANSWER IN RESPONSE
TO TEMPORARY ORDER
TO CEASE AND DESIST
ON BEHALF OF LORI LEE
SPRANGER (A/K/A
LORI MORIARTY)**

1 Respondent Lori Lee Spranger (a/k/a Lori Moriarty), by and through her undersigned
2 counsel, herein requests a hearing in the above reference matter. Respondent Lori Lee Spranger
3 responds to the allegations of the Temporary Order to Cease and Desist as follows:
4

5 1. Answering paragraph one, Respondent Lori Spranger admits that the Commission has
6 jurisdiction over securities related matters.

7 2. Answering paragraph two, Respondent Lori Spranger admits that she resides in Anthem,
8 Arizona. Further, Ms. Spranger goes by the name Lori Moriarty.

9 3. Answering paragraph three, Ms. Spranger responds that she is divorced or is in the
10 process of divorce from her former husband Martin Spranger. Martin Spranger has no involvement
11 in any of the activities of Respondent Lori Spranger, including the business that is the subject of the
12 Commission's Temporary Cease and Desist Order. Respondent Lori Spranger uses the last name
13 Moriarty. She and her fiancé, Michael Moriarty, have been living together for four years and have a
14 child.
15

16 4. Answering paragraph four, Respondent Lori Spranger denies that either she or Martin
17 Spranger were acting at any relevant time on behalf of their marital community.
18

19 5. Answering paragraph five, Respondent Lori Spranger admits that Michael Moriarty is an
20 individual residing with Ms. Spranger at 3127 West Honor Court, Anthem, Arizona 85086.

21 6. Answering paragraph six, Respondent Lori Spranger denies said allegations concerning
22 Michael Moriarty.

23 7. Answering paragraph seven, Respondent Lori Spranger denies the allegations of this
24 paragraph concerning Michael Moriarty.
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1 8. Answering paragraph eight, Respondent Spranger has used "Vector 90" as a business
2 name, but denies that Martin Spranger had any involvement or interest in Vector 90.

3 9. Answering paragraph nine, Respondent Lori Spranger denies that the "Respondent
4 Spouses" as that term is defined in the Temporary Order to Cease and Desist has any interest in
5 Vector 90 or was ever involved with it.

6 10. Answering paragraph ten, Respondent Lori Spranger admits that she had offered for sale
7 certain debt packages through an internet website. However, she did not believe them to be
8 "securities" or that she was otherwise violating any state law by their offer. Moreover, she denies
9 that they were securities. However, upon receiving the Temporary Order to Cease and Desist, she
10 has immediately discontinued the offer of these debt packages and agrees to not do anything
11 prohibited by law or by directive of the Commission.

12 11. Answering paragraph eleven, Respondent Lori Spranger admits that her business was
13 involved in the purchase of consumer and commercial debt. However, she denies that they
14 purchased faxes.

15 12. Answering paragraph twelve, Respondent Lori Spranger admits that she has been
16 working in the collection business for a decade.

17 13. Answering paragraph thirteen, Respondent Lori Spranger admits that before ceasing her
18 web site, she did offer a purchase of units of debt for \$2,500, and that purchasers could continue to
19 roll over collection proceeds to purchases of further debt packages.

20 14. Answering paragraph fourteen, Respondent Lori Spranger admits that account numbers
21 were assigned to debt package purchasers.

1 15. Answering paragraph fifteen, Respondent Lori Spranger admits that purchasers of the
2 debt packages were promised a 35% return on their debt packages.

3 16. Answering paragraph sixteen, Respondent Lori Spranger admits that the company
4 utilized a Request for Participation form and a Participation Agreement. However, the web site has
5 been taken down pursuant to the Temporary Order to Cease and Desist.
6

7 17. Answering paragraph seventeen, Respondent Lori Spranger admits that "Vector 90" is
8 merely a d/b/a for Respondent Lori Spranger's business, and that Vector 90 has not been
9 incorporated.
10

11 18. Answering paragraph eighteen, Respondent Lori Spranger admits that the company had
12 two types of offerings, and that such representations were made on the Vector 90 website before it
13 was taken down.

14 19. Answering paragraph nineteen, Respondent Lori Spranger admits that the web site
15 informed readers that it was not a collection agency and made the other disclosures described in said
16 paragraph. Respondent Spranger further admits that Encompass West is an Arizona limited liability
17 company.
18

19 20. Answering paragraph twenty, Respondent Lori Spranger alleges that there is nothing on
20 the Encompass West web site and has not been for a number of months. Further, Encompass West
21 never was or acted as a collection agency.

22 21. Answering paragraph twenty one, Respondent Lori Spranger admits the allegations
23 concerning the agency, but denies the allegations concerning an attorney.
24

25 22. Answering paragraph twenty two, Respondent Lori Spranger admits that she and her
26 former husband, Martin Spranger, filed for bankruptcy under Chapter 7 in November of 2003.
27
28

1 23. Answering paragraph twenty three, Respondent Spranger admits that a Judgment was
2 entered against her by default. She never knew about it as she was not living with Martin Spranger
3 when all of this occurred, and there was no determination on the merits in the case as she never
4 defended the issue.
5

6 24. Answering paragraph twenty four, Respondent Lori Spranger admits that the debt
7 packages have been offered to more than one Arizona resident via electronic mail.
8

9 25. Answering paragraph twenty five, Respondent Lori Spranger denies said paragraph and
10 denies any intentional violation of law.
11

12 26. Answering paragraph twenty six, Respondent Lori Spranger denies said paragraph and
13 denies any intentional violation of law.
14

15 27. Answering paragraph twenty seven, Respondent Lori Spranger denies said paragraph
16 and denies any intentional violation of law.
17

18 28. Answering paragraph twenty eight, Respondent Lori Spranger denies said paragraph and
19 denies any intentional violation of law.
20

21 29. Answering paragraph twenty nine, Respondent Lori Spranger denies said paragraph and
22 denies any intentional violation of law.
23

24 30. Answering paragraph thirty, Respondent Lori Spranger alleges that she did disclose the
25 Encompass West relationship and that they never said they were a collection agency. She admits
26 that she did not raise her past bankruptcy or the Kyrazod Attorney Judgment.
27

28 31. Respondent Lori Spranger denies each and every allegation of the Temporary Order to
Cease and Desist not expressly admitted herein.

WHEREFORE, Respondent Lori Spranger respectfully request that the Temporary Order to Cease and Desist be vacated, and that no further action be taken as against her. Respondent Spranger further represents that it is her intention to henceforth avoid any actions and refrain from any conduct that would constitute a violation of the Arizona Securities Act, A.R.S. §44-1801, *et seq.*, or any administrative regulations or orders promulgated thereunder.

DATED this 1st day of March, 2006.

MITCHELL LAW OFFICES
A Professional Corporation

By

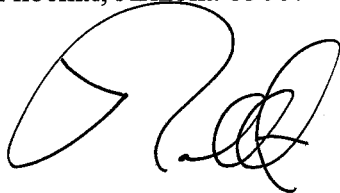
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Counsel for Respondent Lori Lee Spranger

1 ORIGINAL AND THIRTEEN
2 COPIES FILED by overnight mail
3 this 2nd day of March, 2006 with the:

4 Arizona Corporation Commission
5 Attn.: Docket Control
6 1200 West Washington
7 Phoenix, Arizona 85007

8 COPY mailed this 2nd day of March, 2006 to:

9 Julie Coleman, Esq.
10 Arizona Corporation Commission
11 Securities Division
12 1300 West Washington
13 Phoenix, Arizona 85007



14 moriarty-answer to temporary order to cease and assist.doc